



City of Charleston

Procurement Division



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Request for Pre-Qualifications

for The City of Charleston

Rehabilitation & Removal of Coated Corrugated Metal Pipe at Shrewsbury

August 6, 2010

RFPQ #10-P021B

Request for Pre-Qualifications will be received by the Procurement Division, City of Charleston, **UNTIL 11:30 A.M. – September 1, 2010** at which time and place they will be publicly opened in the Conference Room. Submittals shall be mailed or hand-delivered to: The City of Charleston, Procurement Division, 145 King Street, Suite 104, Charleston, SC 29401, Attn: Robin D. Barrett, CPPB. Please display the following on the outside packaging of the solicitation, **“10-P021B Rehabilitation & Removal of CMP at Shrewsbury”**. Any submittal received after the deadline will not be considered. Submittals must include one (1) unbound original, clearly identified as such and four (4) complete copies of the statement of qualifications. In addition, a digital submittal is encouraged. **Fax or emailed responses will not be accepted.**

Request for Pre-Qualification documents may be obtained by visiting our website at www.charleston-sc.gov – Bidline, Procurement Bids or by contacting the Purchasing Division at (843) 724-7312.

The City of Charleston is requesting Statements of Qualifications from qualified individuals/firms qualified to perform the duties outlined in this request.

Submittal of Questions:

All questions must be submitted in writing. The deadline for written questions is August 18, 2010 1:00p.m. (EST). Questions must be mailed, emailed, faxed or hand-delivered to: Robin D. Barrett, CPPB, City of Charleston, Procurement Division, 145 King Street, Suite 104, Charleston, SC 29401, voice: 843-724-7314 (or Carin McCrae @ 843-724-7312), fax: 843-720-3872, or email: barretr@charleston-sc.gov.

1. Submittals must include responses to the requested information.
2. Proposers who wish to receive unused copies of their proposal materials should make arrangements with Procurement for their return.

Table of Contents

Important Information.....	3
General Conditions.....	5
No Bid Response Form.....	8
Certificate of Familiarity.....	9
Specifications and Requirements.....	10

IMPORTANT INFORMATION

1. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence, address the envelope to the Procurement Division, but do not include the bid number on this envelope. If the Offeror chooses not to respond to this solicitation, it is recommended to return the “**No Bid Response Form**” to our office.
2. **DEADLINE FOR SUBMISSION OF OFFER:** Any bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the bid opening. **[R.19-445.2070(H)]**
3. This solicitation does not commit the City of Charleston to award a bid or contract, to pay any cost incurred in the preparation of the response, or to procure, or contract for goods or services listed herein.
4. The City reserves the right to reject any and all responses, to cancel the solicitation, and to waive any technicality if deemed to be in the best interest of the City.
5. Bids, amendments or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the Vendor’s sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening must have proper approval of the Procurement Director.
6. Offerors must clearly mark as “**Confidential**” each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
7. All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Director for the City of Charleston. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.
8. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, Bidline, Procurement Bids page.
9. Drug Free Workplace: (Note: This clause applies to any resultant contract of \$50,000.00 or more.) The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug Free Workplace Act. (See Act. No. 593, 1990 Acts and Joint Resolutions). By submission of a signed solicitation, you are certifying that you will comply with this act. (See Section 44-107-30). This will certify your compliance with the Act.

10. This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested Vendor to notify the Procurement Division in writing no later than five (5) business days prior to the scheduled due date and time.
11. The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.
12. Response Form: All responses shall be printed in ink or typewritten. When required, additional pages may be attached.

A "No Response" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendors List.
13. Response Period: All responses shall be good for a minimum period of ninety (90) calendar days.
14. Response Withdrawal: Any responses may be withdrawn prior to the established closing date and time, but not thereafter without proper approval from the Procurement Director.
15. Offerors' Qualifications: The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.
16. Offerors' Responsibility: Each Offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
17. Exceptions and Deviations: Any bid that does not meet the specifications and design criteria must be accompanied by documentation identifying and justifying all exceptions and deviations.
18. Governing Laws: The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a Circuit court for the Ninth Judicial Circuit of Charleston County, Charleston, South Carolina. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

GENERAL CONDITIONS

1. **Non-Appropriation:** If the City of Charleston City Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the City.
2. **Force Majeure:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
3. **Arbitration:** Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.
4. **Indemnification:** The City of Charleston, its officials and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the City or failure of the City to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
5. **Guarantee:** The Vendor shall state his normal warranty and any extended warranties where available.
6. **Warranty:** Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.
7. **Save Harmless:** (This General Condition **Does Not** Apply to Solicitations for Service Requirements). The successful Offeror shall indemnify and save harmless the City of Charleston and all city officials, and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Offeror shall have no liability to the City if such patent, trademark or copyright infringement or claim is based upon the Offeror's use of material furnished to the Offeror by the City.
8. **Publicity Releases:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

9. Quality of Products: (This General Condition **Does Not** Apply to Solicitations for Printing or Service Requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
10. S.C. Law Clause: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the Offeror agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
11. Termination: Subject to the provision below, the contract may be terminated for any reason by the City's Procurement Division provided a thirty (30) day advance notice in writing is given to the Contractor.
 - a. Termination For Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the City without the required thirty (30) days advance written notice, then the City may negotiate reasonable termination costs, if applicable.
 - b. Termination For Cause: Termination by the City for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply. (See General Provisions #1 - Default)
12. Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City's Procurement Division.
13. Item Substitution: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). No substitutes will be allowed on a purchase order issued by the City without permission from the City's Procurement Division.
14. Restriction/Limitations: No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.
15. Purchases From Other Sources: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). The City reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.
16. Independent Contractor: Offeror is an independent Contractor and shall not be deemed an agent or employee of the City of Charleston for any purpose whatsoever.
17. Suspension of Work: The City may order the successful Offeror(s) in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may

determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

18. Notice To Proceed: A Notice To Proceed will be issued after the successful Offeror(s) have executed an agreement and has submitted other submittals specified herein as required to be delivered before the Notice To Proceed is issued.

The successful Offeror(s) shall not deliver any equipment to the work site or commence work until he has received a written Notice To Proceed from the City's Procurement Division.

19. Permits and Licenses:

- a. The successful Offeror(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.
- b. Offeror(s) and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

20. Gratuities and Kickbacks

- a. Gratuities: It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or submittal therefore.
- b. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontractor or order.

NO BID RESPONSE FORM

Bid Number: 10-P021B		Bids will be received until: September 1, 2010 @ 11:30 am	
Bid Title: Rehabilitation & Removal of CMP at Shrewsbury			
Mailing Date: August 6, 2010		Direct Inquiries to: Robin D. Barrett, CPPB	
Vendor Name:		FEIN/SS#:	
Vendor Address:			
City – State – Zip:			
Telephone Number:		Fax Number:	
Minority or Women Owned Business: <small>Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.</small>			
Authorized Signature: _____		Title: _____	
Date: _____			
<small>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Offeror.</small>			

To submit a **“No Bid”** response for this project, this form must be completed for your company to remain on our Offerors list for commodities/services referenced. If you do not respond, your name may be removed from the Offerors list.

Please check statement(s) applicable to your **“No Bid”** response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: _____

Bid Number: 10-P021B	Bids will be received until: September 1, 2010 @ 11:30 am
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Mailing Date: August 6, 2010 Direct Inquiries to: Robin D. Barrett, CPPB	

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this bid. ***By submission of a signed bid, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Remittance Address

Toll-Free Number (if available)

City, State, Zip

Fax Number

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

SPECIFICATIONS AND REQUIREMENTS

The City of Charleston is requesting Pre-Qualifications from companies capable of performing the Rehabilitation & Removal of CMP at Shrewsbury.

Vendors interested in submitting a Statement of Qualifications for the Rehabilitation and Removal of Corrugated Metal Pipe (CMP) are invited to Pre-Qualify to Bid. Only those Vendors who Pre-Qualify to Bid in accordance with the Pre-Qualification requirements as contained herein will be eligible to receive the (IFB) documents and submit a bid.

Scope of Services

- I. Vendors wishing to qualify must submit a satisfactory specification and show examples of previous experience installing Cured-in-place (CIP) or other structural liners designed for use as non-porous, multi-layered structural systems for structures such as corrugated metal pipes. The liner should form a structural composite that is bonded to the host structure.
- II. The work will also include the removal of approximately 10 linear feet of 24" CMP at the outfall into a pond, backfilling with stone and soil as appropriate and installing a reinforced concrete flume approximately 4" thick, 10 ft. long and 4 ft. wide.

PRE-QUALIFICATION REQUIREMENTS

Must provide information showing that your company has successfully performed this type of work before.

Must provide three (3) references: include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

EVALUATION OF PRE-QUALIFICATIONS – SELECTION FACTORS

Evaluations will be made on the degree to which your method of in-situ CMP rehabilitation best meets the following criteria:

1. A permanent repair
2. A watertight repair
3. An environmentally inert repair
4. A repair that is properly bonded to the host structure
5. A repair that is capable of providing sufficient structural integrity

EVALUATION OF PRE-QUALIFICATIONS – SELECTION PROCESS

1. A committee will evaluate all proposals in order to rate the firms based upon the requirement and criteria found in the Selection Factors of this Request for Pre-Qualification. A City appointed selection committee will select a minimum of three finalists for review.
2. The selection committee will rank the proposals and then send an RFP to the selected qualified vendors.
3. Any or all submittals may be rejected in whole or in part when it is in the best interest of the project.